

MRD

RECORDATION

06-17-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

No. 0651-0011 (exp. 4/94)

2-22-99

TRADE



6-11-99

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101068265

uments or copy thereof.

To the Honorable Commissioner of Patents and Trademarks

Name of conveying party(ies):

J & B Wholesale Distributing, Inc.

Individual(s)

General Partnership

Corporation-State

Other

☐ Association

☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Nature of conveyance:

☐ Assignment

☒ Security Agreement

☐ Other

☐ Merger

☐ Change of Name

Execution Date: February 5, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as agent

Internal Address:

Street Address: 105 West Madison

City: Chicago State: IL ZIP: 60602

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State New York

☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

02/24/1999 DNGUYEN 00000134 1857805

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:481
02 FC:482

40.00 OP
250.00 OP

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Signature of Person Signing

Signature

2/9/99

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 001914 FRAME: 0487

Continuation
Item 4

Schedule I
(To Trademark Security Agreement)

Trademark Registrations

J & B Wholesale Distributing, Inc. has the following five trademark registrations issued by and three pending trademark applications on file with the U.S. Patent and Trademark Office.

Mark: MIDWEST PRIDE
Reg. No.: 1,857,805
Reg. Date: October 11, 1994

Mark: MIDWEST PRIDE
Reg. No.: 1,935,191
Reg. Date: November 14, 1995

Mark: J & B, Plus Design
Reg. No.: 2,088,463
Reg. Date: August 19, 1997

Mark: SO TENDER IT MAKES YOU WANNA CRY!
Reg. No.: 2,129,081
Reg. Date: January 13, 1998

Mark: MIDWEST PRIDE
Reg. No.: 2,156,770
Reg. Date: May 12, 1998

Mark: MIDWEST PRIDE
Serial No.: 75-286,483
Filing Date: May 5, 1997

Mark: STEAK BITES, Plus Design
Serial No.: 75-435,250
Filing Date: February 17, 1998

Mark: TENDER EVERY TIME.
Serial No.: 75-557,237
Filing Date: September 23, 1998

Additionally, J & B Wholesale Distributing, Inc. has the following two trademark registrations issued by and one pending trademark application on file with the U.S. Patent and Trademark Office, subject to a security interest in favor of Freez-R-Pak, Inc.:

Mark: NO NAME STEAKS
Reg. No.: 1,601,126
Reg. Date: June 12, 1990

Mark: NO NAME
Reg. No.: 2,164,808
Reg. Date: June 9, 1998

Mark: NO NAME
Serial No.: 75-055,667
Filing Date: February 9, 1996

Note: J&B Wholesale has rights to the names "Lo Chol" and "Freez-R-Pak" but those names are not filed with the PTO and are not in significant use.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 5, 1999, by J & B WHOLESALE DISTRIBUTING, INC., a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, No Name Marketing, LLC, a Minnesota limited liability company (collectively, the "Borrowers"), the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor.

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

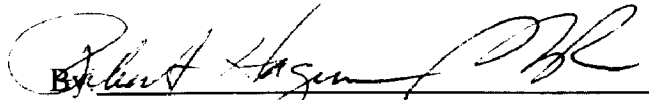
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

432801.1

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

J & B WHOLESALE DISTRIBUTING, INC.

By 
Title President Executive V.P.

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Duly Authorized Signatory

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

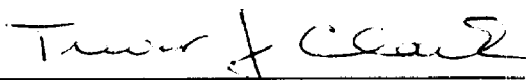
J & B WHOLESALE DISTRIBUTING, INC.

By: _____

Title _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF Minnesota)

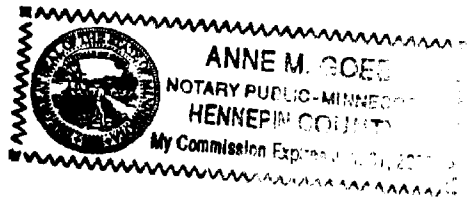
COUNTY OF Hennepin)

ss.

On this 15th day of January, 1999 before me personally appeared Robert Hageman, Att. 2. Partner, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of J & B Wholesale Distributing, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that such person acknowledged said instrument to be the free act and deed of said corporation.

Anne M. Goetz
Notary Public

{seal}



Schedule I
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Note: J&B Wholesale has rights to the names "Lo Chol" and "Frez-R-Pak" but those names are not filed with the PTO and are not in significant use.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States

Postal Service as Certified Mail/Return Receipt Requested in an envelope addressed to:

Assistant Commissioner for Trademarks, *1213 Jefferson Davis Hwy, Wash DC*
~~2900 Crystal Drive, Arlington, VA 22202-3515.~~

Laura L Kowath

Article Number:

Date: *6/8/99*